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December 3, 2008

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CLIENT/MATTER NUMBER
999400-2199

Steven Ledoux
Town Manager
Town of Acton
Town Hall
472 Main Street
Acton, Ma 01720

Nancy Tavernier
Chair
Acton Community Housing Corporation
Acton Town Hall
472 Main Street
Acton, MA 01720

Elbert Baquero
Department of Housing and Community
Development
100 Cambridge Street, Suite 300
Boston, MA 02114-2588

Re: 82 River Street, Acton, MA

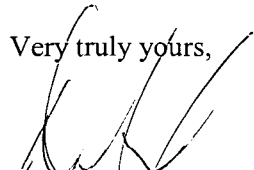
Dear Mr. Ledoux, Ms. Tavernier, and Mr. Baquero:

As counsel for Habitat for Humanity North Central Massachusetts, Inc., I am pleased to enclose for your records a transcript of the instruments and other documents relating to the sale of 82 River Street, Acton, Massachusetts from Habitat to Marcos Severiano Souza and Silvia Lopes de Souza, as tenants by the entirety. This property is part of the Town of Acton's affordable housing inventory, and pursuant to the Monitoring Agent Agreement included in these papers, Habitat is now serving as the Monitoring Agent.

Again, many thanks to each of you for your assistance with this transaction. It is exciting to see Habitat's first house in Acton be complete and the home of a wonderful family. As an Acton resident, I am pleased to welcome the Souzas as my neighbors, and I am proud of the Town for helping to make their dreams come true.

Should you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,


David Y. Bannard

cc: Ryan Pace, Esq. (w/ encl)
Megan Foley (w/o encl)

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SAN DIEGO/DEL MAR

SAN FRANCISCO
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA

TOKYO
WASHINGTON, D.C.

Purchase of Property
Located at 82 River Street, Acton, Middlesex County, Massachusetts

By and between

HABITAT FOR HUMANITY, NORTH CENTRAL MASSACHUSETTS, INC.
("Seller")

And

MARCOS SEVERIANO SOUZA & SILVIA LOPES de SOUZA
("Buyers")

(Foley Matter No. 999400-2199)

BUYER:	Marcos Severiano Souza Silvia Lopes de Souza	BUYER'S COUNSEL:	N/A
SELLER:	Habitat for Humanity, North Central Massachusetts, Inc. 1 Oak Hill Road Fitchburg, MA 01420 Attn: Megan Foley Phone: 978-348-2749 Fax: 978-343-9386 Email: MfoleyHabitat@aol.com	SELLER'S COUNSEL:	Foley & Lardner LLP 111 Huntington Avenue Boston, MA 02199 Attn: David Y. Bannard, Esq. Phone: 617-342-4000 Fax: 617-342-4001 Email: Dbannard@foley.com
LENDER:	Habitat for Humanity, North Central Massachusetts, Inc. 1 Oak Hill Road Fitchburg, MA 01420	LOAN SERVICER:	Leominster Credit Union 20 Adams Street Leominster, MA 01453
TITLE COMPANY:	Stewart Guaranty Title Insurance State Street Boston, MA Attention: Nancy Keating Phone: 617-933-2420 Fax: 617-737-8370 Email: Nkeating@stewart.com		

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One Oak Hill Road, Fitchburg, MA 01420
nfhncm@verizon.net www.ncmhabitat.org

Tel: 978.348.2749
Fax: 978.343.9386

September 30, 2006

Marcos and Silvia DeSouza
89 Elm Street
Leominster, MA 01453

Dear Marcos and Silvia,

This Letter of Intent signed by you ("Partner Homeowners") and Habitat for Humanity North Central Massachusetts, Inc. ("HFHNCM") is a record of what the Partner Homeowners and HFHNCM will do, in the spirit of partnership, to build a single-family dwelling ("Home") on a lot at 203 Sherbert Road, Ashburnham MA. Except for the provisions of the "Hold Harmless Agreement" on page 3, this Letter of Intent does not create a legally enforceable contract between the Partner Homeowners and HFHNCM; only the Promissory Note, Mortgage and other closing documents (signed at the transfer of deed) form a legal contract.

HFHNCM agrees to work with the Partner Homeowner to build the Home. Because HFHNCM's building projects are completed with volunteer labor and donated materials, it cannot guarantee any specific completion date or promise that the Home will be completed according to any current or future construction schedule.

Note. The closing and move-in dates will be determined by the Board of Directors after

1. evaluation of the condition of the finished construction
2. documentation of the completion by the Partner Homeowner of the required sweat equity hours
3. a final credit check
4. documentation that the Partner Homeowner has the 1% down payment to be paid at closing

The Partner Homeowner and HFHNCM agree to the following:

1. The Home will be constructed as described in the attached Standards for Houses
2. The Home will be sold to the Partner homeowner at an amount equal to the total construction cost to the affiliate. This is estimated to be in the range of \$100,000 - \$120,000. The homeowner will make monthly payments on a zero-interest mortgage. Required monthly payments are comprised of:
 - Principal payments on the Mortgage, estimated at approximately \$340 - \$380/month.
 - Escrow for real estate taxes. This amount is estimated in the range of \$180 - \$200 per month but the actual amount will be determined by the Town/City based on the assessed value of the Home and the residential tax rate.
 - 2nd wk. ▪ Escrow for Homeowner Insurance. An amount to cover 1/12 of the annual insurance premium, typically \$45 - \$50/month. This amount may vary depending on the fire protection class of the town

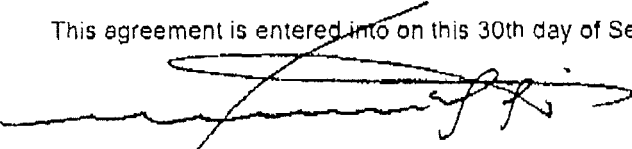
The term (length) of the mortgage will be set by the Board of Directors and will take into consideration the size of the monthly payments. The intent is to keep these payments affordable to the Homeowner

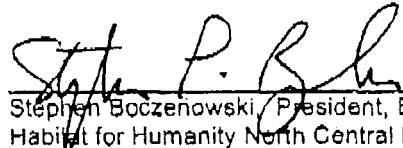
3. The Partner Homeowner will pay 1% of the final cost of the Home as a down payment prior to moving into and taking title to the Home. The deposit may be paid in increments during the construction or in a lump sum at closing. In the event this agreement is terminated by either party and the Partner Homeowner does not assume title to the Home, any payments made toward the down payment will be refunded.
4. The Partner Homeowner agrees to participate in workshops about home maintenance, budgeting and related topics, as made available or recommended by the Family Partnership Committee of HFHNCM.
5. The Partner Homeowners agree to work a minimum of five hundred (500) "sweat equity" hours in partnership with HFHNCM during the construction period. These hours will include work on the Partner-Homeowners' house and may include work on other Habitat homes and work for HFHNCM's other operations including, but not limited to, office, fundraising, and related affiliate activities. These hours must be completed before taking title to the Home. It is the Homeowners' responsibility to provide documentation of hours worked to the Family Partnership Committee in a form provided. HFHNCM will not compensate the Partner Homeowner for sweat equity hours regardless of whether or not the transfer of ownership occurs.
6. A deed restriction is attached to the mortgage which limits the Partner Homeowner's ability to sell, lease, refinance, encumber or mortgage this property and that limits the equity to be realized by the Partner Homeowner in the event of a sale. A copy of the deed restriction is attached to this letter and a representative of the Family Partnership Committee will review these restrictions with the Partner Homeowner in advance of closing.
7. Additional expenses associated with finalizing the property transfer (closing costs) are the responsibility of the Partner Homeowner. HFHNCM will expend its best efforts to obtain pro bono (donated) legal assistance and therefore keep these costs to a minimum. It is estimated that these costs will be approximately \$600-\$900. The Partner Homeowner may choose to include these expenses in the final mortgage amount or pay them at the transfer of ownership. At closing, the Partner Homeowner must show proof of homeowner insurance to cover the replacement cost of the house. The first year's premium, approximately \$400 - \$550, must be paid in full prior to closing.
8. The Homeowner agrees to cooperate with the publicity generated by Habitat for Humanity North Central Massachusetts to make known the partnership between the Homeowner and Habitat for Humanity North Central Massachusetts as a means of furthering Habitat's housing ministry. The Partner Homeowner authorizes HFHNCM to release information and photos about the family in the Habitat newsletter and in other publicity events. (Publicity Release is attached if not previously signed.)
9. The Partner Homeowner agrees in good faith to remain an active and participating volunteer with Habitat for Humanity after assuming ownership of this house. While Habitat recognizes that the Partner Homeowner has many obligations to fulfill regarding family, job, homeownership, etc., it is important that the Partner Homeowner give his/her reasonable best efforts to use his/her unique status as a Habitat homeowner to help further Habitat's work to eliminate poverty housing. While this is not a binding obligation, there should be a clear understanding of this expectation and the Partner Homeowner must be willing to live up to this to the best of his/her abilities. This may include working with other Habitat Homeowners, building additional houses, speaking on behalf of Habitat, assisting in committees or projects.
10. The Partner Homeowner understands and agrees to all the parts of this Letter of Intent. Failure to complete the Partner Homeowners' responsibilities as set out in this letter and any attached addenda may result in nullification of the agreement and disqualification of the Partner Homeowners from assuming ownership of the Home.


Hold Harmless Agreement

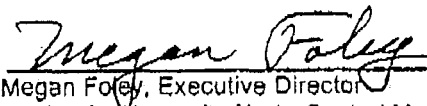
Should there be any defects in workmanship noted prior to transfer of ownership, HFHNCM agrees to work with the Partner Homeowner to correct them. However, because of the non-profit nature and the mission of HFHNCM and its reliance on volunteer labor and donated materials, and in consideration of the benefit received by the Partner Homeowner, HFHNCM provides no guarantees or warranties, express or implied, in material or workmanship. The Partner Homeowner agrees to waive rights to recover damages for deficiencies in materials, workmanship or any other problems relating to the home and/or site from HFHNCM, Habitat for Humanity International and their employees, agents, sponsors, donors and volunteers. This hold harmless agreement shall survive the closing.

This agreement is entered into on this 30th day of September, 2006 in the spirit of partnership.



Marcos DeSouza, Partner Homeowner

Stephen Boczenowski, President, Board of Directors
Habitat for Humanity North Central Massachusetts

Silvia DeSouza, Partner Homeowner

Megan Foley, Executive Director
Habitat for Humanity North Central Massachusetts

9/29/08

AFFIDAVIT OF STEVEN LEDOUX

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

BEFORE ME, the undersigned notary public, personally appeared Steven Ledoux, who, being duly sworn according to law, deposes and states as follows:

1. My name is Steven Ledoux. I am the duly appointed Town Manager of the Town of Acton, Massachusetts ("Acton").

2. I am over the age of 18, I am competent to execute this affidavit, and I have personal knowledge of the facts set forth in this affidavit.

3. At a duly called public meeting of the Acton Board of Selectmen (the "Board") on September 22, 2008, the Board voted to approve Habitat for Humanity, North Central Massachusetts, Inc. ("Habitat") and the Massachusetts Department of Housing and Community Development collectively as the monitoring agent charged with ensuring that any re-sales of the affordable housing on the property at 82 River Street (previously known as 74 River Street) in Acton comply with the terms of the affordable housing restriction to be placed on the property by Habitat in accordance with the requirements of the Quitclaim Deed dated March 1, 2007 from the Town of Acton to Habitat that is recorded with the Middlesex South Registry of Deeds at Book 49069, Page 374, and to approve Acton Community Housing Corporation as an alternate monitoring agent in the event that Habitat fails to perform monitoring duties under the affordable housing restriction.

4. At a duly called public meeting of the Board on September 22, 2008, the Board voted to extend until October 31, 2008 the deadline for the completion and conveyance of the affordable housing at 82 River Street (previously known as 74 River Street), which deadline is

82 River St, Acton


set forth in paragraph B of the Quitclaim Deed dated March 1, 2007 from the Town of Acton to Habitat that is recorded with the Middlesex South Registry of Deeds at Book 49069, Page 374.

5. At a duly called public meeting of the Board on September 22, 2008, the Board voted to authorize the Town Manager: (a) in consultation with Town Counsel, to approve on behalf of the Town of Acton the final affordable housing restriction that is required under the Quitclaim Deed dated March 1, 2007 from the Town of Acton to Habitat that is recorded with the Middlesex South Registry of Deeds at Book 49069, Page 374 on terms that are acceptable to the Town Manager in his discretion and (b) to take any actions or to execute any documents that are necessary or preferable in the Town Manager's discretion (i) to ensure that the affordable housing restriction is properly placed on the property, (ii) to enable Habitat to convey the affordable housing units to one or more third-party purchasers and (iii) to carry out the provisions and requirements of the Quitclaim Deed dated March 1, 2007 from the Town of Acton to Habitat that is recorded with the Middlesex South Registry of Deeds at Book 49069, Page 374.

6. I have consulted with Town Counsel and reviewed the Quitclaim Deed dated September 27, 2008, a copy of which is attached to this Affidavit (the "Grantee Deed"), from Habitat to Marcos Severiano Souza and Silvia Lopes de Souza, as tenants by the entirety (collectively, the "Grantees"), and, on behalf of the Town of Acton, I hereby approve the final affordable housing restriction set forth in the Grantee Deed that is required under the Quitclaim Deed dated March 1, 2007 from the Town of Acton to Habitat that is recorded with the Middlesex South Registry of Deeds at Book 49069, Page 374, and I hereby approve, on behalf of

the Town of Acton, the conveyance of the affordable housing at 82 River Street (previously known as 74 River Street) from Habitat to Grantees pursuant to the Grantee Deed.

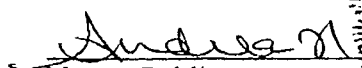
FURTHER AFFIANT SAYETH NAUGHT.


Steven Ledoux

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 26 day of September 2008, before me, the undersigned notary public, personally appeared Steven Ledoux the Town Manager as aforesaid, proved to me through satisfactory evidence of identification, which was [] valid driver's license or [] personal knowledge, whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Acton, Massachusetts.


Notary Public
My Commission expires:



ANDREA H. RISTINE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 27, 2009

COPY

QUITCLAIM DEED

HABITAT FOR HUMANITY, NORTH CENTRAL MASSACHUSETTS, INC., a
Massachusetts not-for-profit corporation (the "Grantor"),

for consideration of ONE HUNDRED, TWENTY-FIVE THOUSAND DOLLARS
(\$125,000.00) paid and other good and valuable consideration,

grants to MARCOS SEVERIANO SOUZA and SILVIA LOPES DE SOUZA, Husband and wife
as tenants by the entirety, hereafter of 82 River Street, Acton, Massachusetts 01720 (collectively,
the "Buyer"),

with QUITCLAIM COVENANTS, the land formerly numbered 72 River Street now presently
numbered 82 River Street, Acton, Middlesex County, Massachusetts, described as follows:

A certain parcel of land and the buildings located thereon located on the Northerly side of River
Street in Acton, Middlesex County, Massachusetts, and being shown as Lot A on a plan entitled
"Plan of land in South Acton, Massachusetts," owned by Thor Realty Corporation, Everett M.
Brooks Company, Civil Engineers, dated August 31, 1963 and recorded with Middlesex South
District Registry of Deeds in Book 11466, Page 212, and bounded and described as follows:

Beginning at the Southeasterly corner thereof on the Northerly side of River Street and at Lot B
as shown on said plan and thence running NORTH 57° 12' 45" WEST, 150 feet by said River
Street to an iron pipe set in a stone wall at land formerly of William E. Stearns;

Thence turning and running NORTH 14° 23' 15" EAST by land of said Stearns, 203.90 feet to
the center of a stone bound as shown on said plan;

Thence turning and running SOUTH 74° 40' EAST, by land formerly of Mary E. Gates, 115.56
feet to a stone bound at said Lot B;

Thence turning and running SOUTH 8° 13' 33" WEST, 89.66 feet to a point;

Thence turning and running NORTH 76° 46' 27" WEST, 45.59 feet to a point;

Thence turning and running SOUTH 13° 13' 33" WEST, 39 feet to a point;

Thence turning and running SOUTH 76° 46' 27" EAST, 49 feet to a point;

Thence turning and running SOUTH 8° 13' 33" WEST, 122 feet to the point of beginning. The last five (5) courses being by Lot B as shown on said plan.

Containing 27,141 square feet of land, more or less, and being Lot A on said plan however otherwise bounded, measured or described.

For title see deed dated March 1, 2007 and recorded with said Deeds in Book 49069, Page 374.

The Grantor is hereby conveying the premises and the Buyer is hereby accepting the premises subject to the following terms, conditions and restrictions for the benefit of the Grantor which shall be binding on the Buyer and shall run with the land so that they are binding on Buyer's nominees, successors and assigns as owners of the premises:

A. The Buyer shall sell the premises hereby granted pursuant to the buyer selection process described in Exhibit A (except as specifically provided otherwise herein) (the "Buyer Selection Process") to income-eligible purchasers who are citizens of the United States of America or legally documented aliens at a price that is "affordable" to a household earning no greater than 55% of the area median income, consistent with the terms and policies of the Department of Housing and Community Development's Local Initiative Program. The Buyer Selection Process shall conform to all applicable laws, rules and regulations.

To the extent allowable under applicable laws, rules, regulations and governmental policies, and to the extent a qualifying household or households timely apply for eligibility, first preference for the purchase of the affordable units shall be given to households that meet one or more of the following "Acton Connection" preference criteria:

- (1) at least one member of the household is currently a legal resident of the Town of Acton. For purposes of the Buyer Selection Process, a person shall be deemed a resident if that person has been registered as an Acton resident with the Acton Town Clerk pursuant to M.G.L. c. 51 § 4 and would be considered a resident under the United States Census Bureau's residency guidelines.
- (2) at least one member of the household is either a son or daughter of an Acton resident.
- (3) at least one member of the household is an employee of the Town of Acton, the Acton Public Schools, the Acton-Boxborough Regional School District, or the Acton Water District, and has been an employee for a period of at least six months at a time of the Buyer Selection Process application deadline.
- (4) at least one member of the household is currently privately or publicly employed within the town of Acton and has been so employed for a period of at least six months at the time of the Buyer Selection Process application deadline.

The "Acton Connection" preference criteria shall apply to any resale of the premises by the Buyer or to any purchaser selection process conducted under the Deed Rider that is attached hereto and made a part hereof.

In the event that a waiver of an applicable rule or regulation imposed by a state agency is required to comply with the condition for the unit to qualify for inclusion in the Town's Subsidized Housing Inventory, the Buyer shall diligently pursue such a waiver. If despite the Buyer's diligent efforts a waiver is not granted, the Buyer shall follow a buyer selection process mutually acceptable to Buyer and Grantor which ensures that the premises qualifies for inclusion in the Town's Subsidized Housing Inventory.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Habitat for Humanity, North Central Massachusetts, Inc. has caused these presents to be signed in its name and behalf by William Scheid its duly authorized President and Treasurer under seal this 21st day of September 2008.

HABITAT FOR HUMANITY, NORTH
CENTRAL MASSACHUSETTS, INC.
A Massachusetts not-for-profit corporation

By: **COPY**
Name: William Scheid
Title: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of September 2008, before me, the undersigned notary public, personally appeared William Scheid the President and Treasurer as aforesaid, proved to me through satisfactory evidence of identification, which was [] valid driver's license or [] personal knowledge, whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Habitat for Humanity, North Central Massachusetts, Inc.

COPY
Notary Public
My Commission expires:

ACCEPTED AND AGREED TO:

Marcos Severiano Souza

COPY

Silvia Lopes de Souza

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of September 2008, before me, the undersigned notary public, personally appeared Silvia Lopes de Souza, proved to me through satisfactory evidence of identification [] valid driver's license or [] personal knowledge, whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

COPY

Notary Public

My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of September 2008, before me, the undersigned notary public, personally appeared Marcos Severiano Souza, proved to me through satisfactory evidence of identification [] valid driver's license or [] personal knowledge, whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

COPY

Notary Public

My Commission expires:

COPY

I:\DeedRiderSAR-Massachusetts(Universal)
5/30/16

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from Habitat for Humanity North Central Massachusetts, Inc. ("Grantor") to Marcos Severiano Souza and Silvia Lopes de Souza ("Owners") dated _____, 2008. The Property is located in the City/Town of Acton (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owners at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☐] the Massachusetts Department of Housing and Community Development ("DHCD") [☐] the Municipality; and [☐] _____, dated _____ and recorded/filed with the _____ County Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owners are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD, Habitat for Humanity North Central Massachusetts, Inc. and Acton Community Housing Corporation (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owners may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owners' conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owners, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owners; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Boston-Cambridge-Quincy MSA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the Boston MSA is \$85,800.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [☒] fifty-five percent (55%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been

discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked ☒ fifty-five percent (55%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owners unless the Owners agree to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of Two Percent (2%) of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owners' sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owners' resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owners includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of 1.46 is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owners' household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owners securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owners to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owners or any successor in title to the Owners shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owners shall notify the Monitoring Agent and the Municipality in writing of the Owners' intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owners may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owners shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the

Owners fail to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owners written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owners and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owners within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owners in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owners written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owners may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owners agree to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the

Owners will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(c) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owners shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owners to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owners to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owners hereby agree to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owners to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owners at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owners, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owners to make conveyance as herein provided, Owners may, if Owners so desire at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owners' obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms herof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owners shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owners shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owners shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owners that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owners can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owners shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owners shall, unless the Owners have previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owners for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed,

equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owners for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owners, or the Owners' successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owners, the selected purchaser thereof, and the Maximum Resale Price therefore, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owners, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owners to the selected purchaser, the Owners shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owners, or Owners' successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owners expressly agree to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owners grant to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured

by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owners)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owners hereby agree to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owners to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the

Municipality. To the extent that the Owners possess any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owners hereby assign their interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owners understand and agree that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owners intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owners' successors in title and assigns, (ii) are not merely personal covenants of the Owners, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owners hereby agree that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality: Town of Acton
c/o Board of Selectmen
472 Main Street
Acton, MA 01720

Grantor: Habitat for Humanity North Central Massachusetts, Inc.
One Oak Hill Road
Fitchburg, MA 01420

Owner: Marcos Severiano Souza and Silvia Lopes de Souza
139 Prospect Street, Unit 9
Acton, MA 01720

Monitoring Agent

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

Others: Habitat for Humanity North Central Massachusetts, Inc.
One Oak Hill Road
Fitchburg, MA 01420

Acton Community Housing Corporation
c/o Acton Town Hall
472 Main Street
Acton, MA 01720

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owners agree from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owners' conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owners hereby agree and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owners or Owners' successors or assigns. The Owners hereby grant to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owners and to assert such a lien on the Property to secure payment by the Owners of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owners for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owners to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owners herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring

Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNERS ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of September, 2008.

Grantor: **Habitat for Humanity**
North Central Massachusetts, Inc.

Owners: **Marcos Severiano Souza**
Silvia Lopes de Souza

By _____

By 
By _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this ____ day of September, 2008, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

COPY

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this ____ day of September, 2008, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

COPY

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this ____ day of September, 2008, before me, the undersigned notary public,
personally appeared _____, the _____ of _____
_____ in its capacity as the _____ of _____, proved
to me through satisfactory evidence of identification, which was [a current driver's license] [a
current U.S. passport] [my personal knowledge], to be the person whose name is signed on the
preceding instrument and acknowledged the foregoing instrument to be his or her free act and
deed and the free act and deed of _____ as _____ of
_____.

COPY

Notary Public
My commission expires:

LOCAL INITIATIVE PROGRAM

RESALE PRICE CERTIFICATE

The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development, the successor agency to the Executive Office of Communities and Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 with all powers of said executive office and department, or the Undersecretary's duly authorized designee, ("the Undersecretary") certifies as follows with respect to a certain deed rider annexed and made part of that certain deed from Habitat for Humanity North Central Massachusetts, Inc. ("Grantor") to Marcos Severiano Souza and Silvia Lopes de Souza ("Grantees") dated September 27, 2008, recorded with the Middlesex South County Registry of deeds in Book _____ Page _____ (the "deed rider"):

1. The property referred to herein is the Property described in the deed rider. The Property address is 82 River Street, Acton, MA 01720.
2. The Undersecretary has determined that the Resale Price Multiplier applicable to the Property is 1.46, which shall be used in determining the Resale Price for the Property. (The Resale Price Multiplier equals the original sale price of the Property divided by the area median income for a four-person household.)
3. The Undersecretary has determined that the terms of the purchase money loans for the sale of the Property, namely a 30-year, fixed rate first mortgage loan at 0% interest per year with 0 points paid at settlement, is in compliance with LIP requirements.
4. All defined terms used herein shall be defined as set forth in the deed rider unless otherwise defined herein.

Executed as a sealed instrument this 18th day of September, 2008.



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The Undersecretary of the Department of
Housing and Community Development

By: [Signature]
Catherine Racer, Associate Director
Duly Authorized Designee

COMMONWEALTH OF MASSACHUSETTS

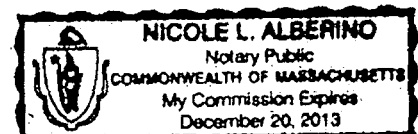
Suffolk: ss

On this 18th day of September, 2008, before me, the undersigned Notary Public, personally appeared Catherine Racer, the Associate Director of the Department of Housing and Community Development (DHCD) duly authorized designee of the Undersecretary, and proved to me, through satisfactory evidence of identification which was my personal knowledge, that she is the person whose name is signed on the foregoing Resale Price Certificate and acknowledged to me that she signed it voluntarily for its stated purpose and that it is the free act and deed of DHCD

[Signature]

Notary Public
My Commission Expires:

Foley & Lardner LLP
111 Huntington Avenue
Boston, MA 02199



1. Monitoring Agent. Habitat shall take primary responsibility as the Monitoring Agent. Habitat agrees to perform the duties of the Monitoring Agent as set forth in the affordable housing restriction and the "Acton Connection" requirements, each as set forth in the Souza Deed.

2. Change of Primary Responsibility. In the event that the Town determines at any time that Habitat has failed to perform the monitoring duties as Monitoring Agent, the Town shall provide written notice of such failure to perform to Habitat (the "Failure Notice"), which Failure Notice shall include specific statements demonstrating Habitat's failure to perform its monitoring duties. Within thirty (30) days after receipt of the Failure Notice, Habitat shall either affirmatively waive its status as primary Monitoring Agent or provide the Town with a notice that Habitat is in compliance with its monitoring duties (the "Response Notice") and a response to the allegations set forth in the Failure Notice. Within thirty (30) days after receipt of the Response Notice, the Town shall either provide a notice to Habitat that rescinds the Failure Notice, in which case Habitat shall continue to serve as primary Monitoring Agent, or a notice that ACHC will be assuming primary responsibility, as between Habitat and ACHC, as the Monitoring Agent, (the "ACHC Notice"). Upon receipt of the ACHC Notice, Habitat shall take all reasonable steps and cooperate with the Town and ACHC as ACHC assumes and performs its responsibilities as the primary Monitoring Agent.

3. Notice. Notices and other communications required by this Agreement shall be in writing and delivered by hand against receipt or sent by recognized overnight delivery service or by certified or registered mail, postage prepaid, with return receipt requested, or by electronic mail or telecopy. Notices shall be deemed delivered on the date of actual receipt, one (1) day after deposit with a recognized overnight delivery service or three (3) days after deposit with the United States Postal Service. All notices shall be addressed as follows:

Habitat: Habitat for Humanity North Central Massachusetts, Inc.
1 Oak Hill Road
Fitchburg, MA 01420
Attention: Executive Director

With a copy to: Foley & Lardner LLP
111 Huntington Avenue
Boston, MA 02199
Attention: David Y. Bannard, Esq.

ACHC: Acton Community Housing Corporation
Acton Town Hall
472 Main Street
Acton, MA 01720

Town: The Town of Acton
472 Main Street
Acton, MA 01720
Attention: Town Manager

With a copy to: Anderson & Krieger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Attention: Stephen Anderson, Esq.

4. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a single, binding instrument.

5. Successors and Assigns. This Agreement shall be binding upon and the benefits thereof shall inure to the parties hereto and their respective successors and assigns. Except as expressly provided in this Agreement, this Agreement shall not be assignable by either party without the prior written consent of the other party which consent shall be granted or denied in the sole discretion of the party whose consent is required.

If you agree to the foregoing terms and conditions, please so indicate by signing the enclosed copy of this letter agreement where indicated below and returning it to me, in which case this Agreement shall be binding and effective on Habitat and ACHC as of the date of the transfer of title to the Premises, September 27, 2008.

HABITAT FOR HUMANITY NORTH CENTRAL MASSACHUSETTS, INC.

By: 

Title: President & Treasurer

Accepted and agreed:

ACTON COMMUNITY HOUSING CORPORATION

By: 

Title: Chair

Date: October 24, 2008

TOWN OF ACTON

By: 

Title: Town Manager

Date: October 26, 2008

cc: Steven Ledoux, Acton Town Manager
Ryan Pace, Esq.